



AGREEMENT TO PROVIDE OFFICIAL SERVICES FOR ADULT SOFTBALL

THIS AGREEMENT made and entered into this December 12, 2017 by and between the CITY OF PLACERVILLE, hereinafter referred to as CITY, and FOLSOM OFFICIALS ASSOCIATION, hereinafter referred to as CONTRACTOR.

WITNESSETH

WHEREAS the parties hereto desire to contract for the furnishing of officiating services for the City of Placerville Recreation and Parks Department Adult Softball Leagues as more particularly described in Appendix A hereto.

NOW THEREFORE, in consideration of mutual covenants and agreements between the parties hereto, it is agreed as follows:

1. Performance of Service

The CONTRACTOR agrees to perform services in accordance with the attached Appendix A at the compensation set forth in Appendix A.

2. Payment Cycle

In consideration for the services rendered, the CITY agrees to pay on a monthly basis as per billing from CONTRACTOR. The amounts to be paid to the CONTRACTOR under the terms of this agreement will be those amounts stipulated in Appendix A hereto, unless otherwise specified by the modification to the contract. An invoice must be submitted by the CONTRACTOR to the CITY prior to any processing of payment. CITY will make full payment to CONTRACTOR within (4) weeks of receiving invoice.

3. Employer-Employee Relationship

CONTRACTOR and any and all agents and/or employees of CONTRACTOR shall perform services required pursuant to this Agreement as an Independent CONTRACTOR and not as an officer, employee or agent of the CITY. Payments to CONTRACTOR will be reported to state and federal tax authorities as required by law and the CITY will not withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR is independently responsible for payment of all applicable taxes. CONTRACTOR shall be liable for CONTRACTOR'S own actions, omissions and errors, including CONTRACTOR'S negligence or gross negligence and shall be liable for acts, omissions or errors of CONTRACTOR'S agents or employees. CONTRACTOR understands and acknowledges that as an Independent CONTRACTOR, CITY shall not be required to and will not maintain Workers Compensation insurance coverage or any other type of insurance coverage for CONTRACTOR or any other agent or employee of CONTRACTOR.

4. Indemnification

Each party shall indemnify and hold the other party harmless from all liability for damages, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions by the indemnifying party. The indemnifying party shall also pay all reasonable attorney fees and costs arising from litigation resulting from negligent acts or omissions of the indemnifying party.

5. Licenses, Taxes, Permits and Fees

The CONTRACTOR is fully cognizant that this contract is a contract for services and that an employer-employee relationship does not exist between the CONTRACTOR and the CITY. Therefore, it is the CONTRACTOR'S responsibility to obtain, at its own expense, all licenses and permits, and to pay such taxes and fees as may be required of the CONTRACTOR by federal, state and local governments in the execution of the terms of this contract.

6. Insurance

CONTRACTOR shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

Prior to any performance under this agreement by CONTRACTOR, CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing general liability insurance of not less than one million dollars (\$ 1,000,000) aggregate and endorsement form 2026. CITY shall be named as additional insured with a provision providing CITY with not less than thirty (30) days prior written notice of policy cancellation.

CONTRACTOR shall provide Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California on its employees if any. The policy shall include a written waiver of the insurer's right to subrogate against CITY, its elective and appointive council members, boards, commissions, officers, agents and employees.

7. Term of Agreement

The term of this agreement shall be from April 1, 2018 to March 31, 2019. Thereafter, this agreement will automatically renew for successive one-year terms for a period of two (2) years beginning April 1 of each year, unless either party notifies the other in writing prior to September 1 each year of its intent not to renew.

8. Termination of Agreement

A. In the event that CONTRACTOR fails to meet the terms and conditions set forth in this Agreement, CITY may, in its sole discretion, terminate this Agreement by providing CONTRACTOR with fifteen (15) days written notice of the breach and a demand to cure the breach, which if such breach is not cured within fifteen (15) days of receipt of said written notice, to CITY'S satisfaction which shall not be unreasonably withheld, shall result in termination of this Agreement.

B. Either party may terminate this Agreement, as a matter of convenience, upon thirty (30) days written notice to the non-terminating party.

9. Modification

This Agreement may be modified by mutual consent and in writing only and will be attached as additional Appendices.

10. Notices. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

A. CITY: Recreation Superintendent
City of Placerville
549 Main Street
Placerville, CA 95667

B. Contractor: Larry Boone, Chief Executive Officer
Folsom Officials Association
175 Big Valley Rd.
Folsom, CA 95630-4651

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

CITY OF PLACERVILLE

BY: _____

DATE: 12/19/2017

FOLSOM OFFICIALS ASSOCIATION

BY: _____

DATE: 11/10/2017

APPENDIX A

SCHEDULE OF SERVICES AND COMPENSATION

1. CONTRACTOR shall furnish Officiating services associated with the CITY OF PLACERVILLE Adult Softball Leagues.

Such officiating shall be the result of the mutual agreement between the CITY and the CONTRACTOR concerning games, schedules, postponements, etc. The CONTRACTOR agrees to provide officiating services in a professional manner. CONTRACTOR must insure that all prospective Officials are qualified and registered prior to assignment of any game.

2. Times and locations for services shall be provided by the City to the contractor within a reasonable time prior to the first date of scheduled services.
3. Scheduled Officials will arrive fifteen (15) minutes prior to game time.
4. The CONTRACTOR shall provide Officials training and registration. CONTRACTOR agrees that all assigned officials will receive a minimum of five (5) hours per year of training, prior to the start of each season. CONTRACTOR shall conduct a written evaluation of each official. Each evaluation shall be made available to the CITY upon request.
5. Contractor agrees that all officials shall wear clothing suitable for providing officiating services. Such clothing shall be kept neat and clean at all times and be consistent with association uniform requirements.
6. If a game begins and the game is canceled for any reason, the CONTRACTOR will be paid for that game regardless of how long the game has been played. If the CONTRACTOR is notified that the games assigned have been canceled due to rain or other safety concerns prior to 4 PM on the date of the scheduled games, no compensation shall be paid to the contractor. If the assigned official for a scheduled game cancels the game due to rain or other safety concerns, contractor will be paid for the game in progress but will not be paid for any subsequent games, as these games have been canceled, and will be rescheduled at a later date.
7. In the event of a flagrant incident and/or a player, coach, or spectator is ejected from a game; the official must file a written report within 24 hours of the incident to the Recreation Supervisor.
8. CONTRACTOR at his own expense shall supply and maintain any and all equipment necessary to perform officiating services, such as, meetings, phone calls, mailers, checks, etc.

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9. Officials will be knowledgeable and are to enforce local league rules as identified two weeks prior to the start of each seasons league play.
10. At no time shall any official work an officially forfeited game.
11. All officials will conduct a meeting with both managers (5) five minutes prior to the scheduled time of each game, at which time City and governing rules will be specifically reviewed.
12. City must notify Contractor of all late or missed assignments within three days of infraction. The CITY will meet with the CONTRACTOR prior to the published spring league start date and upon the conclusion of league play in order to plan and review the quality of the services rendered. Issues and concerns along with interventions will be identified and implemented based upon the mutual agreement between the CITY and the CONTRACTOR.
13. The CITY will provide a safe, suitable playing field free of obstructions, hazards or barriers that prevent safe play. Upon verbal or written notification by the CONTRACTOR of an unsafe field condition, potential hazard or practice to the CITY, the CITY will address and correct the identified occurrence prior to the continuation of league play or identify a suitable alternative agreed upon by both parties within a specified time frame.
14. Tournament games may vary in length of time or the number of officials needed. Per game rate for tournaments shall be negotiated between CITY and CONTRACTOR.
15. Maximum time allotted for any game is no new inning after 70 minutes.
16. One (1) official will be assigned to regular season games. Two (2) officials will be assigned to playoff/championship games on the final week of each league.

COMPENSATION FOR SERVICES - FEE SCHEDULE

All League Games will be billed by CONTRACTOR at a per game rate at the following rate based on a minimum of a two (2) game assignment per date of occurrence as follows:

Adult Softball Official Rate
\$28 per Official per Game